

MEETING DATE: 01/21/2026

AGENDA ITEM SUMMARY

Subject: Consider Resolution 08-26 accepting the permanent and temporary construction easements for the 2026 Railroad Projects

Recommendation: Approve Resolution No. 08-26

Background Summary: John

The North Grand Avenue crossing at the CPKC Railroad has created three separate projects that are planned for completion this summer. The three projects are the crossing improvement at North Grand Avenue, closing the North Iowa Street Lane Street crossing with realigning the street intersection, and regrading and improving the Brackett Street crossing at the CN Railroad.

The Brackett Street crossing improvement at the CN Railroad requires two temporary easements and one permanent easement. Easement agreements have been prepared by Brad Slotter. Temporary easements are needed from T and C Machine and Farmers Feed & Grain for the regrading of the roadway. A permanent easement is needed from Farmers Feed & Grain for the construction of storm sewer required as part of the regrading. The temporary easements will terminate upon the acceptance of the Project by the City Council. The permanent easement will be recorded at the Floyd County Courthouse.

The easement agreements have been approved and signed copies returned by the property owners. The City Council must now act, accept the easements, and authorize the Mayor and City Clerk to sign the easement agreements for the City.

We recommend approval of Resolution 08-26 accepting the permanent and temporary construction easements from Stephen Eastman and Chuck and Teresa Knecht for the 2026 Railroad Projects.

RESOLUTION NO. 08-26

RESOLUTION APPROVING THE ACQUISITION OF PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE 2026 RAILROAD PROJECTS

WHEREAS, the City Council of the City of Charles City, Iowa, is proceeding with the 2026 Railroad Projects to improve the Brackett Street, Iowa/Lane Street, and N. Grand railroad crossings; and

WHEREAS, City Engineer Fallis has identified the specific locations required for permanent and temporary construction easements to accommodate these improvements; and

WHEREAS, in order to allow the contractor to enter onto the private properties to complete the projects, permanent and temporary construction easement agreements need to be secured from the following affected property owners:

915 N Iowa St.- T & C Machine, Charles I. & Teresa A. Knecht
1001 N. Main St.- Farmers Feed & Grain Company, Inc., Stephen Eastman

WHEREAS, it is in the best interest of the citizens of the City of Charles City, that said improvements be completed.

NOW, THEREFORE, BE IT RESOLVED by the City of Charles City, Iowa meeting in regular session on this 21st day of January, 2026, that the permanent and temporary construction easements described above are hereby approved, subject to the final approval of project plans and specifications following the required public hearing, and the Mayor and City Clerk are authorized to execute and attest said easement agreements on behalf of the City.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this _____ day of January, 2026.

Dean Andrews, Mayor

Attest: _____
Brittney Lentz, City Clerk

TEMPORARY EASEMENT AGREEMENT

WHEREAS, Charles I. Knecht and Teresa A. Knecht, a married couple (Grantors), are the owners of property located at 915 N. Iowa Street (Tax Parcel No. 11-01-276-005-00) in Charles City, Iowa; and

WHEREAS the City of Charles City, Iowa (Grantee) desires to construct improvements within City right of way at the Brackett Street / CN Railroad Crossing; and

WHEREAS the Grantee, as part of construction of the improvements, will be required to enter upon the Grantors' property legally described as:

The Northwesterly 30 feet of Lots 8 and 9, Block 147, Lane's Addition to Charles City excluding Railroad right-of-way and a 30 foot by 30 foot triangular area in the northeasterly corner of Lot 7 Block 147 Lanes Addition to Charles City.

in the temporary easement area shown in Exhibit A ("the Easement Area") attached hereto.

NOW THEREFORE in consideration of the benefit conferred upon the Grantor from the work to be performed by the Grantee it is agreed as follows:

1. The Grantors hereby grant to the Grantee and its agents, contractors, and employees, a temporary easement to enter upon the Easement Area for the purpose of performing construction work (including excavation, roadway embankment, aggregate surfacing, and culvert pipe installation) within the City right-of-way.
2. Upon completion of performance of the construction work, the City will be responsible for restoring the property to its original condition, ordinary wear and tear excepted.
3. This easement will terminate upon conclusion of the construction work and acceptance of this work by the City.
4. Grantors hereby warrant that they are the owners in fee simple of the property affected by this easement agreement and that they have the right to grant this temporary easement.
5. During the time period that the temporary easement is in effect, Grantee and its agents, contractors, and employees, shall ensure that Grantors have adequate ingress and egress access to the building located adjacent to the Easement Area depicted on Exhibit A attached hereto as 'Bldg "A"'.

GRANTORS

GRANTEE

Charles I. Knecht

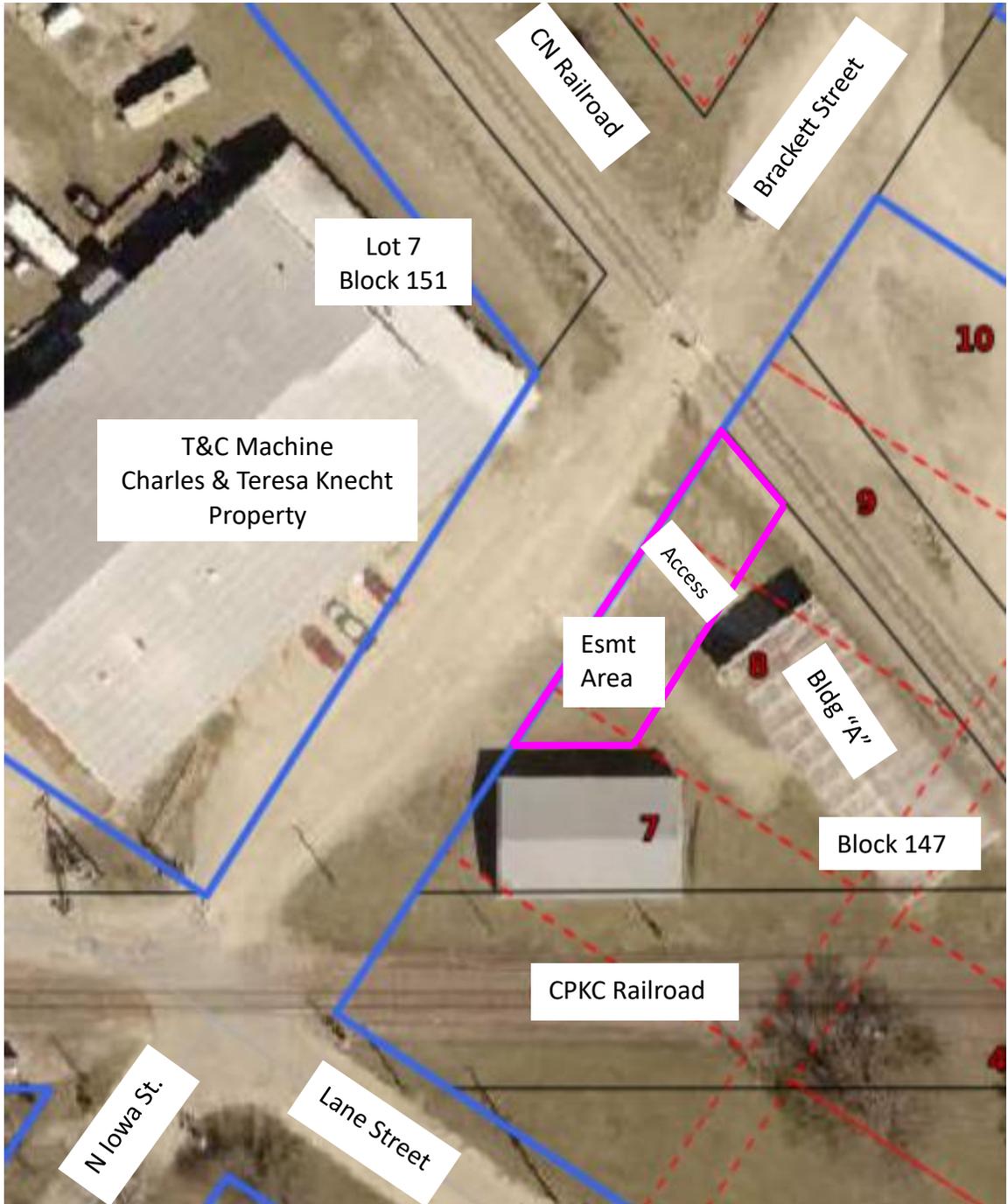
Dean Andrews, Mayor
City of Charles City

Teresa A. Knecht

Attested to by:

Brittney Lentz, City Clerk
City of Charles City

EXHIBIT "A"
Temporary Easement Agreement
Charles and Teresa Knecht



Prepared by and Return to Brad Slotter, 200 N. Johnson St., Charles City (641) 228-4533

PUBLIC STORM SEWER EASEMENT

WHEREAS, the City of Charles City, Iowa (“the City”), is constructing certain public improvements and storm sewer improvements within the city right-of-way and within private property at the Brackett Street and CN Railroad Crossing; and

WHEREAS the City, as part of the improvements, will be required to enter upon the property located at 1001 N. Main Street, Charles City, Iowa (Tax Parcel No. 11-01-282-009-00), to complete construction of storm sewer and public improvements within the City right-of-way and within the property located at 1001 N. Main Street; and

WHEREAS, Owner Farmers Feed & Grain Company, Inc. (“Grantor”), has agreed to grant the City an easement for a perpetual public utility easement, and a temporary construction easement, over certain property described below and on the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, IT IS AGREED GRANTOR AND THE CITY AS FOLLOWS:

1. Grantor hereby grants and conveys to the City a permanent easement for the construction and location of public storm sewer utilities over, under and across following-described area, **as further described and depicted in Exhibit A** attached hereto and by this reference made a part hereof:

The northeasterly 25 feet of the southeasterly 20 feet of the northwesterly 32 feet of Lot 10, Block 147, excluding railroad ROW, Lanes Addition to Charles City, Iowa;
and

The southeasterly 20 feet of the northwesterly 32 feet of the vacated Floyd Street right-of-way lying between Block 147 and Block 151 Lanes Addition to Charles City, Iowa;
and

Beginning at the West property corner of Lot 7 Block 151 Lanes Addition to Charles City, Iowa; thence 32 feet southeasterly along the northeasterly right-of-way line of former Floyd Street; thence northeasterly along a line parallel to the northwesterly property line of said Lot 7 to a point on the north property line of said Lot 7; thence west along the north property line of said Lot 7 to the northwest property corner of Lot 7; thence southwestly along the Brackett Street right-of-way to the point of beginning.

(“the Easement Area”)

2. This permanent easement authorizes the City to enter upon the Easement Area and to survey, construct, reconstruct, operate, use, maintain, repair, upgrade, replace and remove any improvements, and provides the City with the right of ingress and egress to and from the Easement Area.

3. Grantor further hereby grants and conveys to the City, its agents, contractors, and employees, a temporary construction easement over Lot 10, Block 147, excluding railroad right-of-way, and all of vacated Floyd Street lying northeasterly of said Lot 10, and the west 110 feet of Lot 7, Block 151, all in Lane’s Addition to Charles City, Iowa (and all as further depicted on Exhibit A) for all purposes related to the construction of the public and storm sewer improvements, including but not limited to hauling, transporting, and storage of materials and equipment during construction of the improvements. This temporary construction easement will terminate upon conclusion of the construction work.

4. After construction or other operations by City which disturb the surface of the property in or around the Easement Area, the City shall restore the general surface of the ground to the condition it was in immediately prior to construction, except as necessarily modified to accommodate the City’s improvements.

5. Grantor warrants and covenants that Grantor is the owner in fee simple of the property affected by this easement agreement, that Grantor has the right to grant this easement, and that the Easement Area granted herein is granted free and clear of all liens and encumbrances. Grantor covenants to warrant and defend the same premises against the lawful claims of all persons whomsoever.

6. Grantor shall protect, save and hold harmless, and defend, the City, and its successors, assigns, customers and invitees, from all claims, actions, filed or threatened, costs, damages, or expenses of any nature whatsoever arising out of or in connection with any acts or

omissions of Grantor in connection with this Easement. The obligation to protect, save and hold harmless, and defend shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of the City.

7. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the parties.

Executed this _____ day of _____, 20____.

GRANTOR

CITY

Stephen Eastman, President
Farmers Feed & Grain Company, Inc.

Dean Andrews, Mayor
City of Charles City

Attested to by:

Brittney Lentz, City Clerk
City of Charles City

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on _____, by Stephen Eastman as President of Farmers Feed & Grain Company, Inc.

Notary Public in and for said State

STATE OF IOWA, COUNTY OF FLOYD

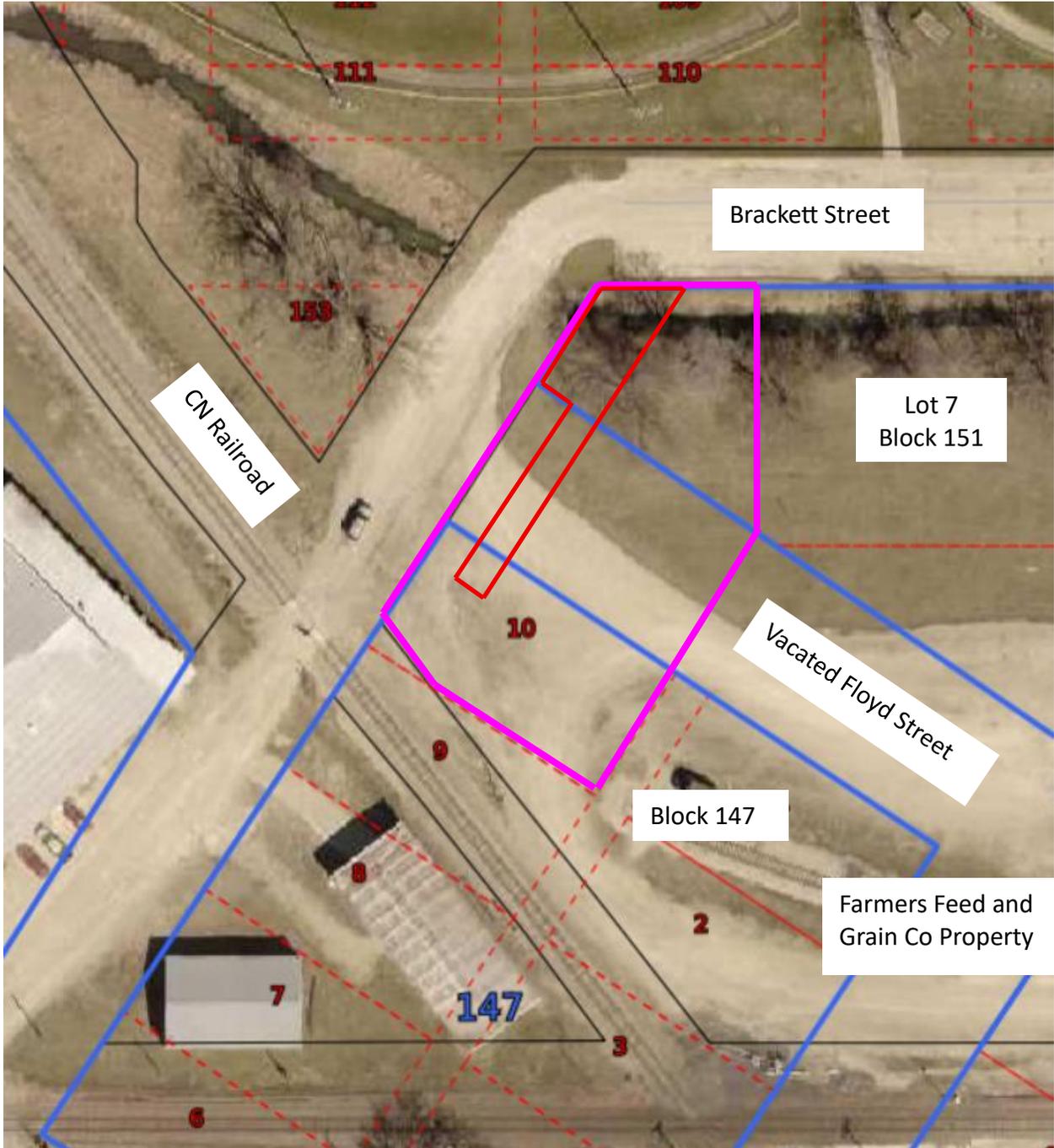
On this _____ day of _____, 202____, before me, a notary public in and for the state of Iowa, personally appeared Dean Andrews and Brittney Lentz, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the

City of Charles City, Iowa; that the seal affixed to the foregoing instrument is the seal of said municipality of Charles City, Iowa, and that the instrument was signed and sealed on behalf of said City by authority of its City Council, and that Dean Andrews and Brittney Lentz acknowledged the execution of the instrument to be the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State

EXHIBIT "A"

Temporary Easement Agreement Farmers Feed & Grain Company, Inc.



Temporary Easement Area ———
Permanent Easement Area ———